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NETWORK SOLUTIONS, LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DOE, Individually And On Behalf Of All  
Others Similarly Situated,

Plaintiff,

vs.

NETWORK SOLUTIONS, LLC,

Defendant.

No. C 07-5115 JSW

[PROPOSED] ORDER DISMISSING  
THIS ACTION PURSUANT TO  
FEDERAL RULE OF CIVIL  
PROCEDURE 12(b)(3), OR IN THE  
ALTERNATIVE TO TRANSFER IT  
PURSUANT TO 28 U.S.C. § 1406(a),  
FOR IMPROPER VENUE

Judge: Hon. Jeffrey S. White  
Date: January 25, 2008  
Time: 9:00 a.m.  
CrtRm: 2

Defendant Network Solutions LLC's ("Network Solutions") Motion To Dismiss Pursuant to Federal Rule of Civil Procedure 12(b)(3), or in the Alternative to Transfer Pursuant to 28 U.S.C. § 1406(a), For Improper Venue, came on regularly for hearing in room 2 of this Court on January 25, 2008 at 9:00 a.m. before the Honorable Jeffrey S. White. Network Solutions was represented by the law firm of Pillsbury Winthrop Shaw Pittman LLP and plaintiff Doe ("Plaintiff") was represented by the law firm of Gutridge Safier Reese LLP.

After full consideration of the pleadings, records and files herein, including oral argument by both parties, and the authorities submitted by counsel, the Court finds that the forum selection clause in Network Solutions' Service Agreement that Plaintiff repeatedly, affirmatively and voluntarily agreed to is enforceable. This is because the forum selection clause is reasonable and just and no exception exists to overcome the strong presumption that the clause is valid. M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 15, 18 (1972); Manetti-Farrow, Inc. v. Gucci America, Inc., 858 F.2d 509, 512, 515 (9th Cir. 1988). Pursuant to the forum selection clause the only proper venue for this action is Virginia.

Based on these findings, the Court GRANTS:

\_\_\_\_\_ the Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(3) for improper venue; or  
 \_\_\_\_\_ the Motion to Transfer pursuant to 28 U.S.C. § 1406(a) for improper venue and transfers this action to United States District Court for the Eastern District of Virginia, Alexandria Division.

Dated: \_\_\_\_\_

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Jeffrey S. White  
 Judge of the United States District Court